

## **REMARKS**

In the Office Action, the Examiner: 1) objected to claims 8, 22 and 23 under 37 CFR 1.75(c); 2) rejected claim 1 and 56 under 35 U.S.C. §112; 3) rejected claims 1, 4-6, 8-9, 11-12, 14-18, 21-25, 44-47, 56 and 62 under 35 U.S.C. §103(a); 4) rejected claims 2, 3, 19, 20 and 38 under 35 U.S.C. §103(a); rejected claim 13 under 35 U.S.C. §103(a); and 5) rejected claims 42-43 under 35 U.S.C. §103(a). These objections and rejections are fully traversed below.

Claims 1, 8 and 56 have been amended as requested by the Examiner. No new matter has been added. Reconsideration of the application is respectfully requested based on the following remarks.

### **RECORD OF INTERVIEW**

On October 15, 2009, an interview was conducted by telephone between Examiner Carol See, Examiner Hani Kaimi, and Adrienne Yeung, Reg. No. 44,000. Applicants thank the Examiner for granting this interview. The 37 CFR 1.75(c) claim objection with respect to claims 22 and 23 were discussed and the Examiner has agreed to withdraw this rejection. Applicants agreed to amend claim 1 to overcome the 35 U.S.C. §112 rejection. Claim 1 was also discussed in view of Fleming.

### **CLAIM OBJECTIONS**

In the Office Action, the Examiner objected to claims 8, 22, and 23 under 37 CFR 1.75(c) as being of improper dependent form.

Claim 8 has been amended as suggested by the Examiner. Additionally, the Examiner has agreed to withdraw this objection for claims 22 and 23.

Accordingly, it is respectfully requested that the Examiner withdraw the objection to claims 8, 22, and 23 under 37 CFR 1.75(c).

## **REJECTION OF CLAIMS 1 AND 56 UNDER 35 USC 112, SECOND PARAGRAPH**

In the Office Action, the Examiner rejected claims 1 and 56 under 35 U.S.C. §112, second paragraph, as being indefinite because "it remains unclear as to the performance of each step by a server". Applicants respectfully disagree.

Claim 1 has been amended to recite "periodically initiating transfer, by at least one server, of money into the recipient account in accordance with the allowance request and the allowance increment ...". Claim 56 has been amended to recite "automatically transferring money, by at least one server, in accordance with the allowance increment associated with each of the recipient accounts to the corresponding recipient account on a periodic basis..."

Therefore, it is respectfully requested that the Examiner withdraw the rejection to claims 1 and 56 under 35 U.S.C. §112, second paragraph.

## **PATENTABILITY OF CLAIMED INVENTION**

In the Office Action, the Examiner rejected claims 1, 4-6, 8-9, 11-12, 14-18, 21-25, 44-47, 56 and 62 under 35 U.S.C. §103(a) as being allegedly anticipated only by Fleming (U.S. Patent 5,953,710); rejected claims 2, 3, 19, 20 and 38 under 35 U.S.C. §103(a) as being allegedly unpatentable over Fleming in view of Herman (PCT Intl. Publication WO/0043852); rejected claim 13 under 35 U.S.C. §103(a) as being allegedly unpatentable over Fleming in view of Maritzen et al. (US Pub. 2002/0095386); and rejected claims 42-43 under 35 U.S.C. §103(a) as being unpatentable over Fleming in view of Cheong et al. (USP 7,006,993). These rejections are fully traversed below.

Fleming describes credit or debit card systems for children. The credit or debit card systems "allow the available credit to be determined by someone other than the card issuer and that allow a limit to be set on the number of expenditures that can be made." (Abstract). In contrast, claim 1 pertains to a

method for transferring an amount of money to a recipient account associated with a recipient. The money amount is then available for use by a recipient for purchase of goods over a network.

More particularly, among other things, claim 1 recites:

(b) receiving an allowance increment or selection of an allowance increment, the allowance increment indicating an amount of money to be transferred to the recipient account on a periodic basis; and

(c) periodically initiating transfer, by at least one server, of money into the recipient account in accordance with the allowance request and the allowance increment, wherein the transfer of the money periodically in the amount of the allowance increment is achieved by transferring the amount of the allowance increment from a credit card associated with the user to the recipient account, whereby the recipient account is credited with the amount of the allowance increment.

The Office Action improperly equates the credit provided by the card issuer of Fleming to the transfer of money recited in claim 1. In fact, Fleming teaches away from transferring money. Fleming specifically teaches that the parents “make a single payment for both the child’s and the parent’s credit card accounts.” (Col. 3, lines 21-23, See also Col. 5, lines 22-24 which states a “parent sends a payment 16 via the payment delivery service 18 which is processed by the Bank Payment Processing System 20”). Thus, Fleming simply teaches that **credit** is given on the card, which has to be paid back to the credit card issuer, and is **not** a transfer of **money**. In fact, should the credit be equated to the transfer of money, there would be no need or desire for the user to “send a payment” to the credit card company. Thus, equating the credit of Fleming to the transfer of money recited in claim 1 is not logical especially since Fleming teaches that the user (i.e., parents) must send a payment for the purchased placed on the credit card.

Additionally, on pages 7-9 of the Office Action, the Examiner references col. 10, lines 10-47 and col. 14, lines 45-50 of Fleming as being relevant.

However, such portion of Fleming pertains to processing of a parent request to increase a child's available credit. In doing so, Fleming at column 10, lines 43-45, indicates that a bank accounts database 22 can be updated to record in the requested increase in a child's available credit. *Increasing or providing credit to a child by a parent as in Fleming is not a transfer of money to a recipient for use in purchasing goods over a network.* Hence, unlike Fleming, claim 1 concerns transferring an amount of money to a recipient account to allow for the recipient to utilize the money in a purchase goods over a network.

Furthermore, Fleming does not teach "wherein the transfer of the money periodically in the amount of the allowance increment is achieved by transferring the amount of the allowance increment from a credit card associated with the user to the recipient account, whereby the recipient account is credited with the amount of the allowance increment" as recited in claim 1. As stated above, Fleming teaches away from funding the credit card and simply teaches that the parents "make a single payment for both the child's and the parent's credit card accounts." (Col. 3, lines 21-23, See also Col. 5, lines 22-24 which states "A parent sends a payment 16 via the payment delivery service 18 which is processed by the Bank Payment Processing System 20"). The credit card of Fleming is not funded with money from another credit card. Thus, Fleming does not teach or suggest "wherein the transfer of the money periodically in the amount of the allowance increment is achieved by transferring the amount of the allowance increment from a credit card associated with the user to the recipient account" as recited in claim 1.

In the Office Action, with respect to claim 56, the Examiner notes that the "recitation of 'for facilitating the transfer of money to one or more recipient accounts associated with the one or more recipients, the money being made available for use by the recipients for purchase of goods over a network' has not been given patentable weight because the recitation occurs in the preamble." Office Action, page 14. While the preamble of claim 56 does recite "the money being made available for use by the recipients for purchase of goods over a

network”, it should also be noted that claim 56 further recites “facilitating purchase by the recipients of one or more items over the network using the money from the allowance increments that have been transferred to the recipient accounts associated with the recipients....” As a consequence, claim 56 is also specifically concerned with an allowance that represents an amount of money that a recipient can utilize to purchase one or more items over a network. In contrast, nothing in Fleming is able to teach or suggest using an amount of money transferred to a recipient as an allowance for the purpose of purchasing one or more items over a network.

Based on the foregoing, it is submitted that claim 1 is patentably distinct from Fleming. Claims 56 and 62 provide for similar features as claim 1 and is allowable for at least similar reasons. In addition, it is submitted that dependent claims 2-6, 8-9, 11-12, 13-20, 21-25, 38, and 42-47 are also patentably distinct for at least the same reasons. The additional limitations recited in the independent claims or the dependent claims are not further discussed as the above-discussed limitations are clearly sufficient to distinguish the claimed invention from Fleming. The combination of Herman, Maritzen, and Cheong with Fleming does not cure the deficiencies of Fleming. Thus, it is respectfully requested that the Examiner withdraw the rejection of the claims under 35 USC §103(a).

## **SUMMARY**

It is believed that this Amendment places the above-identified patent application into condition for allowance. Early favorable consideration of this Amendment is earnestly solicited and Applicant respectfully requests that a timely Notice of Allowance be issued in this case. If, in the opinion of the Examiner, an interview would expedite the prosecution of this application, the Examiner is invited to call the undersigned attorney at the number indicated below.

Applicant hereby petitions for an extension of time which may be required to maintain the pendency of this case, and any required fee for such extension or any further fee required in connection with the filing of this Amendment is to be charged to Deposit Account No. 504298 (Order No. 101-P287).

Respectfully submitted,

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